

COLLECTIVE BARGAINING AGREEMENT

Between

**LOCAL 73 - SERVICE EMPLOYEES INTERNATIONAL UNION
(S.E.I.U.), AFL-CIO**

And

**COUNTY OF COOK/RECORDER OF DEEDS
(AS JOINT EMPLOYERS)**

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Collective Bargaining Agreement is entered into between the County of Cook and Recorder of Deeds as joint employers of employees covered by this Agreement (hereinafter collectively referred to as the "Employer") and Local 73 - Service Employees International Union (S.E.I.U.), AFL-CIO hereinafter referred to as the "Union" or "Local 73").

ARTICLE I Recognition

Section 1.1. Representative Unit:

The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classification set forth in Appendix A of this Agreement and excluding all confidential employees, technicals, professionals, supervisors, managers, seasonal employees, all industrial relations and personnel department employees.

Section 1.2. Union Membership:

The Employer does not object to Union membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this Section, an employee shall be considered to be a member of the Union if he/she timely tenders the dues and initiation fee required as a condition of membership.

Section 1.3. Dues Checkoff:

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after the close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union, and the Employer shall continue to retain a service charge of five cents (5¢) for making each such deduction.

The Union shall advise the Employer of any increase in dues fair share fees, or other approved deductions in writing at least forty-five (45) days prior to its effective date. The Employer shall implement the increase in the first full period on or after the effective date.

Section 1.4. "Fair Share"

1. The County shall grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the County that the Union has more than fifty percent (50%) of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within thirty (30) days of the Union meeting said condition or within thirty (30) days of the employment by the County either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) pay to the Union each month their fair share of the Union's costs of the collective bargaining

process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.

2. Such fair share payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall certify to the County the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the County shall cooperate with the Union to ascertain the names and addresses of all employee non-members of the Union from whose earning the fair share payments shall be deducted and their work locations.
4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, fifty percent (50%) of all fees being collected from non-union employees. The Union shall furnish objectors and the County with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the bank.

The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

5. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

Section 1.5. "Fair Share": Administrative/Professional Unit:

The Recorder of Deeds agrees that within thirty (30) days of hire or thirty (30) days of signing this Agreement, all members of the Administrative and Professional Unit (consisting of Title Officers, Accountant IIIs, Examiner of Titles I and Surveyors) from whom there is no dues deduction card on file shall be subject to a fair share fee to be determined by the Union consistent with Section 6(e)-(g) of the Illinois Public Labor Relations Act.

Section 1.6. Religion Exemption:

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 1.4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act.

Section 1.7. SEIU Cope:

The Union has established a political action committee which is called SEIU COPE. Union members may contribute voluntarily to this committee to support the political activities of the Union.

The Employer agrees to deduct the contribution amount established by the committee per pay period, from the wage of employees who voluntarily authorize in writing such deductions. Such amounts shall be forwarded thirty (30) days after the close of the pay period for which the deductions are made.

Section 1.8. Indemnification:

The Union shall indemnify and save the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

Section 1.9. Neutrality:

If the Union seeks to represent a group or groups of employees not covered by this Agreement, the Employer shall maintain a neutral position and shall not attempt to influence the decision of such employees with respect to Union representation. Representation shall be granted to the Union based upon voluntary procedures of the Illinois Public Relations Act and Illinois Local/State Labor Relations Board.

ARTICLE II

Employer and Union Rights and Obligations

Section 2.1. Employer Rights:

The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities; provided, however, that the Employer shall abide by and be limited only by the specific and express terms of this Agreement, to the extent permitted by law.

Section 2.2. Employer Obligation:

The Union recognizes that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law.

Section 2.3. Integrity of the Bargaining Unit:

Non-bargaining unit employees shall not be permitted to perform bargaining unit work except in emergency situations, in training situations where a supervisor or management personnel is teaching or instructing an employee, or where bargaining unit members are unavailable through no fault of the Employer to perform required work other than with normal absenteeism and vacations, or where circumstances exist which are out of the ordinary and beyond the control of the Employer.

If non-bargaining unit employees repeatedly perform bargaining unit work, this issue shall immediately be grievable at the second step of the grievance procedure.

Section 2.4. Union and Employer Meetings:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and Employer agree to meet periodically through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and Employer shall each designate not more than five (5) representatives to a labor-management committee for this purpose.

Section 2.5. Labor Management Meetings on Career Development:

Labor Management meetings will be held periodically to discuss employee training and education as well as job classifications. The Labor Management Committee may call to the attention of the Recorder any existing jobs which it feels are incorrectly classified. The Recorder will review these, and if possible, any changes will be requested in the following fiscal year budget. The Labor Management Committee may also make recommendations to the Recorder and County concerning courses and in-service training to enhance career opportunities for employees in the bargaining unit. The Recorder will appoint a specific management representative to this Committee within thirty (30) days of the effective date of the Agreement.

Section 2.6. Union and County Meetings Respecting Health Care:

For the purpose of maintaining communications between labor and management in order to cooperatively discuss issues respecting health care coverage for all County employees, each Local Union, the County and members of bargaining units not covered by this Agreement shall meet quarterly through designated representatives. Each Local Union shall designate not more than one (1) representative to the Health Care/Management Committee. The County, through its Office of Risk Management, shall prepare and submit an agenda to the other parties at least one (1) week prior to the scheduled meeting, which agenda shall address, among other things, issues raised by each Local Union to the Office of Risk Management. The date and location for such meetings shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County bargaining units.

ARTICLE III
Hours of Work and Overtime

Section 3.1. Purpose of Article:

The provisions of this Article are intended to provide the basis for calculating overtime pay, and shall not be construed as a guarantee of hours of work per day or days per week or pay in lieu thereof, or as a limitation upon the maximum hours per day or per week which may be required.

Section 3.2. Regular Work Periods:

The regular work day for a full-time employee shall consist of eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at his/her scheduled starting time.

The length of paid lunch periods and breaks presently granted by each department shall remain in effect.

Employees shall be paid once every two (2) weeks (bi-weekly). If possible, checks shall be distributed before lunch time on pay day.

Section 3.3. Compensatory Time and/or Overtime Compensation:

- A. Employees may be assigned to overtime work provided that such overtime shall be limited to either emergency conditions which cannot be deferred and which cannot be performed with the personnel available during normal work hours, or because of an abnormal peak load in the activities of the institution or department.
- B. An employee shall be paid one and one-half (1½) times the average of the employee's regular hourly rate (including any differential) for all hours worked in excess of eight (8) in any regular work day, or over forty (40) in any regular work week. Employees shall not be laid off from their regularly scheduled hours of work to avoid payment of overtime. Hours in pay status, with the exception of sick time, shall count as time worked in computing overtime.
- C. Employees shall receive payment for overtime worked within thirty (30) days following the pay period in which the employee worked the overtime. The Employer shall also allow the overtime check to be paid through direct deposit for those employees who choose direct deposit.
- D. The employee may request in writing and the Employer may, in lieu of overtime pay, grant compensatory time off at the rate of one and one-half (1½) hours for each hour of overtime worked. All denials of a request shall be accompanied by an explanation.
- E. An employee may "bank" up to two hundred forty (240) hours (four (4) weeks) of compensatory time. All overtime worked above this limit must be compensated for in accordance with subsection B of this Section.
- F. An employee terminating employment with the County shall be paid for unused compensatory time in accordance with the Fair Labor Standards Act (FLSA).
- G. The Employer shall allow employees to take accrued compensatory time off within a reasonable period after making the request when such time off does not unduly disrupt the operation of the office.

Section 3.4. Overtime Work:

Employees will be expected to perform any reasonable amounts of overtime work assigned to them. The Recorder/Designee will attempt to assign overtime work to the employees who are immediately available when the need for overtime occurs, and who normally and customarily perform the work involved, except that in cases of emergency the Recorder/Designee may assign the overtime work to any employees immediately available. It is the intention of the parties that overtime will be distributed equitably among the employees in the same job classification within a work section. Overtime opportunities shall be made available to employees of the Recorder within their specific job classification as equitably as possible and rotated on the basis of efficiency ratings and seniority. The least senior employees may be required to work overtime if

a sufficient number of senior employees choose not to work. In order to qualify for overtime work, an employee, must not have been in "zero" time status during the preceding week.

Section 3.5. Flextime:

Requests by employees for flextime schedules may be granted if practicable to do so. The scheduling of flextime shall be by mutual arrangement between the employee and his/her supervisor. Flextime shall not be granted or denied in a discriminatory or arbitrary manner.

ARTICLE IV
Seniority

Section 4.1. Probationary Period:

After the date of this Agreement, the probationary period for a new employee or an employee hired after a break in continuous service, shall be ninety (90) calendar days. The probationary period shall be extended for a period equal to the time required for any basic training required of any probationary employees, and the Union shall be consulted about the instituting of any such training which extends the probationary period. A probationary employee shall have no seniority and may be terminated for any just cause and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of his/her most recent hire.

Section 4.2. Definition of Seniority:

For purposes of this Article, seniority is defined as an employee's length of most recent continuous employment with the Recorder of Cook County since his/her hiring date as a full-time employee and as a regular part-time employee entitled to benefits pursuant to Article V, Section 5.4, unless otherwise specified. Seniority for such regular part-time employees shall be pro-rated.

It is understood that within the Recorder of Deeds office the work section consist of the seven (7) divisions as follows: Administration, Customer Service, Recording Operations, Information Retrieval, Satellite, Torrens and Technical Services.

Administration Division

- Executive
- Clerical
- Accounting
- Purchasing
- Payroll
- Legal
- Security

Technical Services Division

- Computer Administration

Customer Service Division

- Customer Service

Recording Operations Division

- Document Maintenance
- Document Pricing
- Cashiers
- Mail
- UCC
- Data Input
- Title Express
- Tax Department
- Mapping
- Real Estate Indexing

Information Retrieval Division

- Tract
- Quality Assurance
- Microfilm Reproduction
- Microfilm Library

Satellite Division

- Rolling Meadows
- Markham
- Bridgeview
- Skokie
- Maywood
- Warehouse

Torrens Division

- Deregistration

(See Appendix E for a chart outlining the work and division sections.)

Section 4.3. Promotion, Transfer:

In cases of promotion and transfer, employees shall have first preference according to Recorder wide seniority, provided that the employee has the ability and qualifications to perform the required work. Qualifications shall be understood to include, but not be limited to, the employee's demonstrated ability and qualifications to perform the required work and ability to service the public, attendance records (including zero days, and tardiness) and the employee's disciplinary record however; disciplines below suspensions will not be used against an employee after eighteen (18) months in considering promotions or reclassifications.

An employee who receives a new job under this procedure shall not be permitted to bid for another job for six (6) months thereafter.

Transfer opportunities shall be posted for employee bid. If no employees bid, then the employer shall have the right to transfer employees as needed to different sections or divisions due to

structural changes in the operations of the Employer. The transferred employee shall retain the same grade level and rate of pay. If the employee is assigned to performing higher classification and grade work, upon reclassification of the County, that employee shall receive the rate of pay commensurate with the classification of the job being performed.

Section 4.4. Reduction in Work Force, Layoff and Recall:

Subject to Article IV, Section 4.8(g) should the Employer determine that it is necessary to decrease the number of employees within the Recorder's office, the following provisions shall apply:

1. In any reduction in force an employee's Recorder-wide seniority date is the date utilized.
2. Employees subject to a reduction in force can bump any junior employee in the same classification at the same grade or lower.
3. Employees may bump any junior employee in any classification previously held for which the employee has the present skill and ability to perform the work.
4. Employees may bump any junior employees in other classifications for which the employee has the present skill and ability to perform the work.
5. Employees may move into any vacant position or position held by a probationary employee, summer or temporary employee.

Where possible, surplus employees and the Union shall be given notice thereof of at least one (1) month prior to the effective date. Employees laid off as a result of this procedure shall be subject to recall in order of Recorder-wide seniority before new employees are hired in the classifications held by them at the time of the reduction in force. Should the laid off employee choose to refuse a lower classification which is open, they shall continue to remain on the recall list for openings in their original classification and/or grade.

Section 4.5. Promotion and Shift Assignment:

Employees in the same job classification and in the same division, but on a different shift, where applicable, will first be given preferential consideration for a change in shifts in accordance with Section 4.3.

Section 4.6. Return to Former Job:

An employee who has been promoted or transferred to another job within the represented unit may be returned by the Recorder to his/her former job or an equivalent position, within ninety (90) calendar days or before completion of his/her training period, if the employee does not demonstrate the ability and qualifications to satisfactorily perform the job to which promoted or transferred. An employee who has accepted another job within the represented unit may ask to return to his/her former job within ten (10) working days after commencing work on the new job. An employee who receives a new job under this procedure shall not be permitted to bid for another job for six (6) months thereafter, and an employee who returned to his/her former

classification under this procedure will not be permitted to bid again on the same job for one (1) year thereafter.

Section 4.7. Return to Represented Unit:

An employee who has been promoted or transferred out of the represented unit, and who is later transferred back to the unit by the Recorder shall upon return to the represented unit be granted the seniority he/she would have had, had the employee continued to work in the classification from which he/she was promoted or transferred.

Section 4.8. Termination of Seniority:

An employee's seniority and employment relationship with the Employer shall terminate upon the occurrence of any of the following:

- Resignation or retirement
- Discharge for just cause, including but not limited to the following:
 - A. Violent, obscene or other behavior which is inconsistent with the public responsibility of the office.
 - B. Engaging in a loud and abusive argument with the employee's supervisor or the public.
 - C. Stealing from the office by theft or deception.
 - D. Violation of the Ethics Regulations and/or Policy Manual in the office. See Appendices B and D.
 - E. Absence for three (3) consecutive work days without notification to the department head or a designee during such period of the reason for the absence, unless the employee has an explanation acceptable to the Employer for not furnishing such notification.
 - F. Failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the Employer for such failure to report for work.
 - G. Absence from work because of layoff or any other reason for twelve (12) months in the case of an employee with less than one (1) year of service when the absence began, or twenty four (24) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits.
 - H. Failure to report for work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail to the employee's last address on file with the department personnel office.

- I. Engaging in gainful employment while on an authorized leave of absence, unless permission to engage in such employment was granted in advance by the Recorder in writing.

Section 4.9. Transfer of Stewards:

Employees acting as Union stewards under Article XI, Section 11.6, of this Agreement shall not be transferred from their job classifications or work sections because of their activities on behalf of the Union. Any transfers of Union stewards from their job classifications or work sections, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 4.10. Seniority List:

On December 1st and June 1st of each year, the Employer will furnish the Union a list showing the name, number, address, classification and last hiring date of each employee, and whether the employee is entitled to seniority or not. The Employer shall post a similar list without employee addresses. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Union for that period of time, unless there is an agreement between the Union and the Employer in writing with a corrected date. The Employer will furnish the Union monthly reports of any changes to such list.

Upon written request made by Local 73 no more often than every sixty (60) days, the County shall notify Local 73 in writing of the following personnel transaction involving bargaining unit employees within each department and on a work location basis: new hires, promotions, demotions, checkoff revocations, layoffs, re-employments, leaves, returns from leave, suspensions, discharges, terminations, retirements and Social Security numbers. Local 73 shall, upon request, receive such information on computer tapes, where available.

Section 4.11. Job Posting:

When job openings or vacancies occur within the bargaining unit or when new positions are created, the Recorder will post a notice on all bulletin boards where notices to employees are normally posted. These postings will be for a period of fourteen (14) days. Awards will be made in accordance with Section 4.3 of this Article. Employees in equal or lower-paying grades in other work sections or divisions who apply for the vacancy will be given preferential consideration in accordance with Section 4.3 before new employees are hired. The Union will be advised in writing of all job awards at the time of the award, and will have the right to post the award on the Union bulletin board. The names of Employees awarded positions pursuant to this Article shall be posted on all bulletin boards where notices to Employees are normally posted for a period of ten (10) working days from the effective date of the awarding of the position. Job postings will include the division and work section where the opening is located, the work hours, the name of the current supervisor of the section, and a brief summary of the job duties. When it is known in advance that a Title Officer position will be available, the Employer agrees to meet and discuss with the Union training a clerical or related employee to be placed in the job. Employees who are awarded the position shall move to their new position within thirty (30) days of the award, provided that adequate space and equipment is available for the new position.

ARTICLE V

Rates of Pay

Section 5.1. Job Classifications:

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the monthly salary provided for their respective grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this agreement:

Effective with the first full pay period on or after January 1, 2011	2.25%
Effective with the first full pay period on or after June 1, 2012	3.75%

Section 5.2. New, Changed or Misclassification; Job Audit/Classification Review:

- A. During the term of this Agreement, the Employer may establish new and changed job classifications, and change the duties of existing job classifications, provided that a major alteration of the classification structure shall not be made. The Employer may put the new and changed job classifications or duties into effect after timely notice to the Union, and discuss and set the rate of pay with the Union, using the duties, responsibilities, qualifications and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on the rate of pay, the Employer may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.
- B. An employee also may request that his/her position be reclassified, and the request will be reviewed by the employee's Section Head; if the Section Head agrees that the request is reasonable and/or justified, the department head will recommend to the Recorder that this reclassification be included in the forthcoming departmental budget request. The Employer will discuss any reclassifications with the Union prior to implementation.
- C. Within thirty (30) days after the effective date of this Agreement, the parties shall begin regular meetings of a joint committee that shall be established to discuss current job titles and pay grades of bargaining unit employees.

The committee shall begin meeting each year to review Local Union and employee-generated requests for upgrades and reclassifications. Such review shall include requests for individual desk audits, and sample desk audits to be applied to whole departments. The committee shall devote sufficient time in order to complete its discussions in a timely fashion. In any case, audits agreed upon shall be complete no later than June 1st of each year during this Agreement. During such process, there will be a free exchange of information and the parties will make reasonable attempts to review those requests which appear to have the most merit using objective and fair standards. After the review and analysis is completed, the County will submit the committee's findings to the appropriate departments and elected officials for their review. The decision as to whether to include any or all of the upgrades and reclassifications in budget requests shall be made using objective and fair standards.

Section 5.3. Classification and Grade Change:

If an employee is promoted, reclassified, demoted or transferred into another classification through the application of this Agreement, the following rules shall apply:

A. Promotions:

An employee who is promoted to a job in a higher salary grade shall be entitled to placement in the step of the new salary grade which will provide a salary increase at least two (2) steps above the salary received at the time the promotion is made, provided that –

1. The new salary does not exceed the maximum established for the grade to which the employee is promoted.
2. The new salary is not below the first step established for the grade to which the employee is promoted.

If the new classification represents a promotion from a classification outside the represented unit to a classification within the represented unit, the employee shall be placed in the lowest step in the progression schedule for the new classification which will provide the employee an increase in pay. In all cases of promotion, the effective date will set a new anniversary date for the purposes of the salary schedule only.

B. Reclassifications:

1. An employee whose job is reclassified to a lower classification shall continue to receive compensation at the same rate received immediately prior to reclassification. Such action shall not change the employee's anniversary date.

If the salary rate received immediately prior to reclassification is less than the last step rate of the lower classification, the employee shall be entitled to further step advancement.

2. An employee whose job is reclassified to a higher classification shall be placed in the first step of the higher grade which provides an increase one (1) step above the salary received at the time of the reclassification. Such action will change the employee's anniversary date. In all cases of reclassification, the employee shall receive at least the first step of the grade to which the position is reclassified.

C. Demotions:

The following shall apply to demotions from one grade to another:

1. An employee performing the duties of a job continuously and demoted to a job in a lower salary grade, shall have the salary adjusted in the new job to the same step of the new salary grade as was received in the salary grade of the job from which demoted.

2. An employee promoted to a job in a higher salary grade and subsequently demoted to a job in a lower salary grade, shall have the salary adjusted to the step of the salary grade to which the employee would be entitled had the employee remained in the salary grade from which the employee was promoted.

D. Transfers:

An employee transferring from one department to another in the same job classification and/or grade shall be eligible to receive the salary the employee has been receiving at the time of transfer. Such appointment shall not set a new anniversary date.

Section 5.4. Part-Time Employees:

Part-time employees who are compensated from the Extra and Overtime Account, shall receive the hourly rate provided for the respective grade and length of service as set forth in Appendix A of this Agreement. Disability and pension benefits for all part-time employees will be determined by the provisions of the County Employees Pension Plan. The hourly rate for part-time employees will equal the first step of the salary grade divided by one hundred seventy four (174).

Section 5.5. Job Descriptions:

Job descriptions for each position in the bargaining unit shall be maintained in the Employer's offices and shall be given to each current employee upon request and to each new employee when they assume the position.

ARTICLE VI

Holidays

Section 6.1. Designation of Holidays:

A. The following days are hereby declared holidays, except in emergency and for necessary operations, for all employees in the bargaining unit:

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. Lincoln's Birthday - February 12
4. Presidents' Day - Third Monday in February
5. Casimir Pulaski Day - First Monday in March
6. Memorial Day - Last Monday in May
7. Independence Day - July 4
8. Labor Day - First Monday in September
9. Columbus Day - Second Monday in October
10. Veteran's Day - November 11
11. Thanksgiving Day - Fourth Thursday in November
12. Christmas Day - December 25

It is the intent of the Board of Commissioners of Cook County that all salaried Cook County employees be granted twelve (12) holidays, or equivalent paid days off per year. Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday;

should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday.

- B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County.
- C. In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1st of each year, which may be scheduled in accordance with the procedures for vacation selection set forth in Article VII, Section 7.2. If an employee elects not to schedule said day as provided above, the employee may request to use his/her floating holiday day at any time during the fiscal year. Requests shall not be unreasonably denied. If an employee is required to work on a scheduled floating holiday by the Employer, the employee shall be entitled to receive one and one-half (1½) times the employee's regular hourly rate for the hours actually worked plus holiday pay at eight (8) hours pay.

Section 6.2. Eligibility:

To be eligible for holiday pay, an employee must satisfy each of the following requirements:

- (a) The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has a reasonable explanation for failing to report.
- (b) The employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave during such period.

Section 6.3. Holidays In Vacations:

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

Section 6.4. Failure to Report:

An employee scheduled to work on a holiday but who fails to report shall not be eligible for a paid holiday, unless the employee has a reasonable explanation for failing to report. An employee scheduled to work on a holiday that calls in sick shall be eligible for the paid holiday providing he or she brings in a doctor's statement.

**ARTICLE VII
Vacations**

Section 7.1. Vacation Leave:

- A. All bargaining unit employees, who have completed one year of service with Cook County, including service mentioned in Section I, Paragraph E, shall be granted vacation leave with pay for periods as follows:

<u>Anniversary of Employment</u>	<u>Days of Vacation</u>	<u>Maximum Accumulation</u>
1st thru 6th	10 working days	20 working days
7th thru 14th	15 working days	30 working days
15th thru -	20 working days	40 working days

- B. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period.
- C. All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted vacation leave with pay proportionate to the time worked per month.
- D. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service. The heads of the County offices, departments, or institutions may establish the time when the vacation shall be taken.
- E. Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.
- F. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.
- G. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- H. Any Cook County employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County, shall be the same as if employment had continued without interruption by military service.

- I. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.
- J. Employees on the 130 Extra and Overtime Account will not receive any fringe benefits.

Section 7.2. Vacation Preference and Scheduling:

Insofar as practicable, vacations will be granted to meet the requests of employees. Vacation periods shall be allotted among employees on a first requested - first granted basis. Where two (2) or more employees in the same work section performing the same job request vacation on the same day for the same calendar period and all the employees cannot be released at the same time, then the vacation requests shall be granted in order of the employees' seniority.

**ARTICLE VIII
Welfare Benefits**

Section 8.1. Hospitalization Insurance: Employee Contributions:

- A. The County agrees to maintain the level of employee and dependent health benefits that are set forth in Appendix C as revised by this Agreement and specifically described in Appendix C.
- B. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution toward premiums. Employees who have elected to enroll in the County's HMO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with Local 73. All employee contributions for Health Insurance shall be made on a pre-tax basis.
- C. The Employer will provide a mail order prescription program as set forth in Appendix C.

Section 8.2. Sick Leave:

- A. All monthly salaried employees, other than seasonal employees, shall be granted sick leave with pay at the rate of one (1) working day for each month of service. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period. Accrued sick leave will carry over if employees change offices or departments within the County as long as there is no break in service longer than thirty (30) days.

All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted sick leave with pay proportionate to the time worked per month.

- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick

leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. The amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.

- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive work days of absence due to illness, employees shall submit to their department head a doctor's certificate as proof of illness. Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.
- D. An employee who has been off duty for five (5) consecutive days or more for any health reason may be required to undergo examination by the Employer's physician before returning to work.

For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the Recorder has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by the Employer's physician may be required to make sure that the employee is physically fit for return to work.

- E. If, in the opinion of the Recorder/Designee, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

Section 8.3. Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid total temporary disability benefits pursuant to the Workers' Compensation Act. Duty disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay

credits unless the employee and the Employer otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty or ordinary disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

Section 8.4. Life Insurance:

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next one thousand dollars (\$1,000)), at no cost to the employee, with the option to purchase additional insurance up to a maximum of the employee's annual salary. No life insurance shall be offered through the County's HMO plans.

Section 8.5. Pension Plan:

Pension benefits for employees covered by this Agreement shall be as mandated under the Illinois Pension Code (40 ILCS 5/1-101 et seq.) and the County Employees' and Officers' Annuity and Benefit Fund -- Counties Over 500,000 Inhabitants (40 ILCS 5/9-101 et seq.).

Section 8.6. Dental Benefits:

All employees shall be eligible to participate, at no cost to them, in the dental plan that is set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No dental coverage shall be offered through the County's HMO plans.

Section 8.7. Vision Plan:

All employees shall be eligible to participate, at no cost to them, in the vision plan as set forth in Appendix C as revised by this Agreement as specifically described in Appendix C. No vision coverage shall be offered through the County's HMO plans.

Section 8.8. Hospitalization -- New Hires:

All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

Section 8.9. Flexible Benefits Plan:

All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

Section 8.10. Insurance Opt Out:

Effective December 1, 1999, the Employer agrees to pay eight hundred dollars (\$800.00) per year to eligible employees who opt out of the Employer's health benefit program. Prior to opting out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative healthcare coverage may enroll in or be reinstated to the Employer's health benefit program.

Section 8.11. Insurance Claims:

A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes in person,

and may have union representation at such proceedings. This section shall not be construed to diminish the provisions of Section 8.1(A), (B), (C) or (D) of this Article.

ARTICLE IX

Additional Benefits

Section 9.1. Bereavement Pay:

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family is understood to include mother, father or such people who have reared the employee, husband/wife, child (including step children and foster children, brother/sister, grandchildren, grandparents, and spouse's parents. To qualify for pay as provided herein, the employee may be required to provide satisfactory proof of death, relationship to deceased, proof of residence in the employee's household and attendance at the funeral. Where death occurs and the funeral is to be held out of Illinois and beyond the states contiguous thereto, the employee shall be entitled to a maximum of five (5) normal days pay.
- B. Any additional time needed in the event of bereavement may be taken from accumulated vacation, personal days, or compensatory time accumulated by the employee.
- C. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.

Section 9.2. Jury Duty:

Approval will be granted for leave with pay, for any jury duty imposed upon any non-exempt officer or employee of the County of Cook. However, any compensation, exclusive of travel allowance received, must therefore be turned over to the County of Cook by said officer or employee.

Section 9.3. Maternity/Paternity Leave and Family Responsibility Leave:

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by Department Head. In addition, an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Insurance coverage shall be maintained only in accordance with the Family Medical Leave Act ("FMLA"), i.e. up to twelve (12) weeks and meeting FMLA standards. Employees shall be entitled to Family and Medical Leave (FMLA) pursuant to the Cook County Bureau of Human Resources Rules and Regulations promulgated pursuant to the Human Resources Ordinance enacted, as amended, on April 5, 2000 and October 17, 2000 by the Cook County Board of Commissioners.

Section 9.4. Election Day:

An employee who is a registered voter will receive two (2) hours time off (without pay) during his regular work day so that he/she may vote in any general election. An employee desiring to

take such time off shall arrange the exact hours of intended absence with his/her supervisor at least two (2) work days prior to the election.

Section 9.5. Personal Days:

All employees, except those in a per diem or hourly pay status, shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (½) day at a time.

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of one (1) day for each full fiscal quarter in pay status; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than four (4) personal days may be used in a fiscal year.

Personal days shall not be used as additional vacation leave. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave. In case of an emergency, after the employee exhausts his/her sick time, the employee may request in writing, with supporting documentation, use of personal day(s) pursuant to the excused absence procedures.

Personal days may not be used consecutively unless approved by the Recorder/Designee. Personal days off shall be scheduled in advance to be consistent with operating necessities and the convenience of the employee, subject to department head approval.

In crediting personal days, the fiscal year shall be divided into the following fiscal quarters:

1st Quarter - December, January, February

2nd Quarter - March, April, May

3rd Quarter - June, July, August

4th Quarter - September, October, November

Severance of employment shall terminate all rights to accrued personal days.

Section 9.6. School Conference and Activity Leave:

The Employer must grant an employee unpaid leave of up to a total of eight (8) hours during any school year, no more than four (4) hours of which may be taken on any given day to attend school conferences or classroom activities related to the employee's child, in accordance with the School Visitation Rights Act 820 ILCS 147/1 et seq..

ARTICLE X

Leaves of Absence

Section 10.1. Regular Leave:

An employee may be granted a leave of absence without pay by the Recorder, with the written approval of the Comptroller of Cook County. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County and/or Cook County Health facilities, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his or her immediate supervisor, who will then refer the application to the Recorder. If approved by the Recorder, the application will then be forwarded to the Cook County Comptroller for appropriate action. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

Section 10.2. Seniority on Leave:

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Employees shall, however, receive retroactive increases for all time in which they were in pay status.

Section 10.3. Retention of Benefits:

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the County's Payroll Office prior to departure on the leave. For the failure to make such arrangements, the Employer may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 10.4. Union Leave:

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend national and state conferences, conventions, and stewards' training, related to the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 10.3 of this Article provided that it will not seriously effect the performance of the office.

Section 10.5. Military Leave:

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights in accordance with State and Federal laws. An employee who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States shall be entitled to a leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year or as extended in accordance with Cook County Policy on Military Leave.

Section 10.6. Veterans' Conventions:

Any employee who is a delegate or alternate delegate to a national or state convention of a recognized veterans' organization may request a leave of absence for the purpose of attending said convention, providing, however, that any employee requesting a leave of absence with pay must meet the following conditions:

1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.
3. Their name must appear on the official delegate-alternate rolls that are filed at the state headquarters of their organization at the close of the convention.
4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

Section 10.7. Approval of Leave:

No request for a leave, as defined in Sections 10.1 and 10.4 of this Article, will be considered unless approved by the Recorder/ Designee. The Recorder/Designee may withhold such approval, if, in his/her judgment, such absence from duty at the particular time requested would interfere with the conduct of Employer business. Approval of leave shall not be granted or denied in a discriminatory manner.

Section 10.8. Educational Leave:

Upon request, a leave of absence for a period not to exceed one (1) year may be granted to a full-time employee with at least two (2) years of County service, if operational needs allow, in order that the employee may attend a recognized college, university, trade or technical school, or high school, provided that the course of instruction is logically related to the employee's employment opportunities with the County. Such leave shall not be arbitrarily or capriciously denied. Such leave may be extended for good cause and in accordance with the operational needs of the County.

Section 10.9. Use of Benefit Time:

Except where required by law, each employee covered by this Agreement shall not be required to use accumulated time prior to going on unpaid leave.

ARTICLE XI
Grievance Procedure

Section 11.1. Policy:

The provisions of this Article supplement and modify the provisions of the Employer's Grievance Procedure applicable to all employees. (See Appendix B.)

Section 11.2. Definition:

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of this Agreement, the Employer's rules and regulations or disciplinary action. All grievances shall be in writing and contain a statement of the facts, the provision(s) of the agreement which the Employer is alleged to have violated, and the relief requested. The Union will send copies of grievances appealed at Step Three to the County's Director, Department of Human Resources or his/her designee. It is recognized that because a joint employer relationship exists in this Agreement certain grievances are appropriately answered by the Recorder and others by County Administration, depending on the subject of the grievance.

Section 11.3. Representation:

Only the aggrieved employee(s) and/or representatives of the Union may present grievances. Employees may take up grievances through Steps One to Three either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the Employer may be initiated at Step Two by a Union representative. Grievances may be initiated at Step Three by mutual agreement of the Union and Employer.

Section 11.4. Grievance Procedure Steps:

The steps and time limits as provided in the Employer's Grievance Procedure are as follows:

<u>Step</u>	<u>Submission Time</u> <u>Limit This Step</u> (calendar days)	<u>To Whom</u> <u>Submitted</u>	<u>Time Limits</u> <u>Meeting</u> (business days)	<u>Response</u> (business days)
1	30 days	Immediate Supvr.	10 days	10 days
2	10 days	Department Head	10 days	10 days
3	10 days	Recorder/Designee	30 days	30 days
4	30 days	Impartial Third Party	30 days	30 days

Section 11.5. Time Limits:

The initial time limit for presenting a grievance shall be thirty (30) days and the same limit shall apply to hearings and decisions at Step Four. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the Employer. For errors in pay, the time period shall be six (6) months.

There shall be strict adherence to the time limits described within the grievance procedure by both Employer and employee and/or Union. Time extensions may be granted upon mutual agreement and shall be in writing.

If the Employer fails to respond within the time limits, the grievant and/or the Union shall have the right to advance the grievance to the next step of the grievance procedure up to and including arbitration.

Section 11.6. Stewards:

The Union will advise the County in writing of the names of the Chief Stewards and/or Stewards in each department or area agreed upon with the County and shall notify the County promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, the Chief Steward or Steward or in cases of new Steward orientation, the Chief Steward and/or Steward will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not exceed a reasonable period of time.

The County will grant the Union an opportunity during the orientation of new employees to present the benefits of Union membership at which time the Union may give such employees a copy of this Agreement.

Section 11.7. Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate County facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Recorder/Designee in a manner suitable to the Employer and on each occasion will first secure the approval of the Recorder/Designee to enter and conduct their business so as not to interfere with the operation of the Employer. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Recorder department rules applicable to non-employees.

Section 11.8. Impartial Arbitration:

If the Union is not satisfied with the Step Three answer, it may within thirty (30) days after receipt of the Step Three answer submit in writing to the Recorder notice that the grievance is to enter impartial arbitration. Demands for arbitration will not be filed for disciplinary actions which involve verbal reprimands or warnings. The parties will select an arbitrator from a permanent panel of arbitrators agreed upon by both parties. The Union and the County will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding. If the two (2) parties fail to reach agreement on an Arbitrator within ten (10) days, the Recorder and Union may request the Local Labor

Relations Board, American Arbitration Association or the Federal Mediation and Conciliation Service to provide a panel of arbitrators. Each of the two (2) parties will confer within seven (7) days of receipt of the panel to alternately strike one (1) name at a time from the panel until only one (1) shall remain. The remaining name shall be the Arbitrator. The Union and the Recorder will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Recorder and the Union. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

The Union and the County shall meet within thirty (30) days after the effective date of this Agreement for the purpose of selecting a permanent panel of seven (7) arbitrators. The arbitrators shall be selected on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

Section 11.9. Expedited Arbitration:

The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct a hearing within a period of no more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days and the parties do not otherwise agree to a longer period, the next panel member in the rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator.

The hearing shall be conducted under the following procedures:

- a. the hearing shall be informal;
- b. no briefs shall be filed or transcripts made;
- c. there shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;
- d. the hearing shall normally be completed within one (1) day;

- e. the arbitrator may issue a bench decision at the hearing, but in any event shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

The decision of the arbitrator shall be final and binding, except that it shall not be regarded as precedent or be cited in any future proceeding.

The parties further agree to increase the arbitration panel from seven (7) arbitrators to twelve (12) arbitrators.

ARTICLE XII

Continuity of Operation

Section 12.1. No Strike:

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

Section 12.2. Union Responsibility:

Should any activity prescribed in Section 12.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (a) publicly disavow such action by the employees or other persons involved;
- (b) advise the Employer in writing that such action has not been caused or sanctioned by the Union;
- (c) notify the employees stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately; and
- (d) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 12.3. Discharge of Violators:

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 12.4. No Lock-Out:

The Employer agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

Section 12.5. Reservation of Rights:

In the event of any violation of this Article by the Union or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

**ARTICLE XIII
Training and Education**

Section 13.1. Seminars:

Employees who attend approved seminars which are related to their job shall receive pay for the hours they otherwise would have worked. If all employees wishing to attend a particular seminar are not able to attend, selection shall be made on the basis of seniority.

Section 13.2. Courses and Conferences:

The Employer shall post courses, conferences ~~and training events~~, as soon as they become available, in all districts/divisions. Such posting shall include all courses, conferences, and training events generally available to County employees.

Section 13.3. Tuition Reimbursement:

Employees who desire to take a course or courses of instruction not offered by a City or suburban junior college shall submit their request through the Union to the Cook County Director, Department of Human Resources.

The Employer agrees to allocate funds for educational purposes in each year of this Agreement to be made available to all SEIU Local 73 bargaining unit employees. The amount allocated shall be an aggregate total of ten thousand dollars (\$10,000.00) for all SEIU Local 73 bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training and technical institutions. Such coursework shall be employment related. An employee may request funds up to an amount no greater than two hundred dollars (\$200.00) in a fiscal year. Approval for reimbursement shall be offered on an equitable basis.

Section 13.4. Posting of Openings:

All courses and training programs presently available through the County will be posted on all bulletin boards where notices to employees are normally posted. These postings will be for a period of five (5) working days during the period when each course or program is open for application. Employees who apply to attend Department of Human Resources classes shall be allowed to enroll and attend unless it is not operationally possible. If more employees apply than can attend, selection will be by section seniority. Employees who have bumped other employees by seniority selection will lose their seniority preference for twelve (12) months.

Section 13.5. Cross Training:

Employees may be cross-trained for a period not to exceed six (6) months. The cross training period may be extended for a period based upon the operational needs of the Employer, and the Union shall be consulted about the instituting of any such training program which extends cross training period.

ARTICLE XIV
Miscellaneous

Section 14.1. No Discrimination:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The County and the Union acknowledge that the County of Cook has adopted and implemented a human rights ordinance which will be complied with.

It is the policy of the County that applicants for employment and promotion are recruited, selected, and hired on the basis of individual merit and ability with respect to positions being filled and potential for promotions or transfer which may be expected to develop.

Section 14.2. Safety, Work Environment and Health:

- A. **General.** The Employers shall endeavor to provide a safe and healthful work environment for all employees. The Employers agree to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed. Where there is a serious threat to the health and safety of an employee or employees and the situation necessitates a speedy resolution, the issue shall be immediately referred to the appropriate committee.
- B. **Health and Safety Committee.** The Employers and Local 73 shall establish a joint labor/management Health and Safety Committee. The parties shall also establish joint subcommittees, as needed, by work location. Issues of a County wide nature, and those not resolved in the subcommittees, shall be discussed in full committee. The full committee and the subcommittees shall meet at least quarterly. Additional meetings shall be scheduled as needed to assure that issues are adequately addressed.

The Committee and subcommittees shall meet for the purpose of identifying and correcting unsafe or unhealthy working conditions, including inadequate ventilation, ergonomically incorrect equipment, unsanitary conditions, inadequate personal security for employees or inadequate lighting.

Within a reasonable period of time after the effective date of this Agreement, the parties agree to meet to establish the composition and operation of the committee(s).

- C. **Computer Monitors.** The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of computer monitors\ terminals and their effect on the health and safety of the operators.

The Employers agree that employees who operate video display terminals ("VDTs") will be granted fifteen (15) minute breaks away from the screen in the first and second half of their shifts. For those employees who already receive two (2) fifteen (15) minute breaks, this provision is not in addition to those breaks currently granted. Pregnant employees and employees who are nursing and who regularly operate VDTs may request an adjustment, temporary transfer, or other change in their assignment, if such assignment or change can reasonably be made and is consistent with the Employer's operating needs. Once the employee is no longer pregnant or nursing, the employee shall be allowed to return to her original position if available.

Employee complaints about computer monitor screen glare will be investigated and action taken to correct the problem within two (2) weeks of the complaint. If attempts to correct the glare through modifications of the working environment do not succeed, the employer will provide glare screens.

D. **Communicable Diseases.** The Employer and the Union are committed to taking reasonable necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, generally, the County agrees as follows:

1. To provide training and/or distribute written materials to employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training will vary based on the needs of the applicable entity.
2. To make professional medical counseling available to any employee who has reason to believe that she/he has become infected with TB, HIV, or Hepatitis B during the course of his/her employment. The Employer shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substances or airborne particles, a Hepatitis B vaccine, and TB vaccine at no cost to the employee.

Specific concerns related to the health and safety of employees may be referred to the applicable Health and Safety Committee or Sub-Committee.

Section 14.3. Voluntary and Community Service Workers:

Voluntary organizations and community service workers perform services for the Employer that are a valuable and necessary contribution to the operation of the Employer. Also, the Employer engages in education and research which involves persons performing tasks and being taught to perform tasks which are similar or identical to work of employees of the bargaining unit. The Employer shall continue to have the right to avail itself of any and all such voluntary services and community service workers and to engage in such educational and research activities. No regular employees shall be laid off because of work done by volunteers and community service workers.

Section 14.4. Bulletin Boards:

The Employer will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Recorder/Designee for approval and

posting. There shall be no distribution or posting by employees of advertising or political material, notices or other kinds of literature on the Employer's property other than herein provided.

Section 14.5. Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Section 14.6. Subcontracting:

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant. The Employer will advise immediately upon any consideration of subcontracting, and in cases where there will be no reduction in force of current employees, the Employer will notify the Union at least sixty (60) days prior to any projected date of subcontracting work decision by the County Board of Commissioners and/or the Recorder.

When such subcontracting will adversely affect employees in the bargaining unit, the Employer shall notify the Union at least five (5) months prior to any projected date of such subcontracting. The Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions, if available.

Section 14.7. Personnel Files:

Upon written request to the department personnel office, an employee may inspect his/her personnel file at any time mutually acceptable to the employee and Employer. Copies of materials in an employee's personnel file shall be provided to the employee upon request. An employee, may file a written rejoinder, to be placed in his/her personnel file, concerning any matter in the file.

The Employer shall maintain records in accordance with the Personnel Record Review Act, 820 ILCS 40/1 et seq.

Section 14.8. Discipline:

The Employer shall not demote suspend, discharge or take any disciplinary action against an employee without just cause. Employees who are to be or may be disciplined are entitled to Union representation exclusively in any disciplinary proceedings. The Union and the Employer agree that discipline shall be timely, progressive and accompanied by counseling where appropriate and it shall normally be done in a manner that will not embarrass the employee before other employees or the public. It is understood that all discipline below suspension will be discarded after eighteen (18) months if there has not been a like discipline problem. Employees involved in suspension hearings shall be notified at least one (1) full day in advance of the hearing.

Section 14.9. Dignity and Respect:

The County and the Union agree to promote a professional working atmosphere. Employees who believe they have been subjected to unprofessional or inappropriate treatment by a supervisor or co-worker may raise their concern regarding said treatment with the manager of Labor Relations who will investigate the complaint and advise the employee of any action taken which has been deemed necessary and appropriate under the circumstances.

Section 14.10. Travel Reimbursement:

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy, except that the reimbursement rate shall not at any time be less than the maximum allowable business standard mileage rate set by the Internal Revenue Service. Provided, however, that the Employer will have thirty (30) days to implement and revised rates from the effective date of such rate set by the Internal Revenue Service.

Section 14.11. Americans with Disabilities Act:

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans With Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the Employer -- the Employer, the employee and the Union shall meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practicable. The Employer may take all steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee. The Employer agrees that it shall not apply this Section in a discriminatory, arbitrary or capricious manner.

Nothing in this Section shall require the Employer to take any action which would violate the ADA or any other applicable statutes. Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

Section 14.12. Bilingual Pay:

Employees whose positions require the employee to be bilingual, or to use sign language, shall receive an additional fifty dollars (\$50.00) per month.

Section 14.13. Welfare to Work:

1. Welfare recipients and participants in welfare to work initiatives will not displace or replace regular employees. For example, if there are ten (10) Clerks and five (5) welfare recipients and participants in welfare to work initiatives, and two (2) Clerks retire, the Employer will not replace the two (2) regular vacant positions with two (2) additional welfare recipients and participants in welfare to work initiatives raising their number to seven (7). This policy, however does not require the Employer to fill vacancies which they desire to keep vacant.

2. Bargaining unit work that constitutes the normal duties and responsibilities of regular employees on current payroll will not be removed and reassigned to welfare recipients and participants in welfare to work initiatives. Welfare recipients and participants in welfare to work initiatives will be assigned work in a manner that will not jeopardize the job classification of the current employees.
3. Welfare recipients and participants in welfare to work initiatives will in no way interfere with the contractual procedures for filling vacancies. The contractual procedures will be used for filling bargaining unit vacancies.
4. The Union will be notified when the County determines to use welfare recipients and participants in welfare to work initiatives.

Section 14.14. Credit Union:

After approval by the County Board, the County shall deduct from the wages of the employees who so authorize, and remit payments to the Local 73 Credit Union or the County's Pay Saver Credit Union.

Section 14.15. Mass Transit Benefit Program:

The County agrees to implement pre-tax payroll deductions for transportation expenses to the extent permissible by law when the County payroll system is capable. Quarterly status reports will be provided by the Employer.

**ARTICLE XV
Office Equipment**

Section 15.1. Introduction of New Automated Equipment:

The County will notify the Union at least three (3) months in advance of any proposed technological changes in the office, including the introduction of Video-Display-Terminals (VDTs). The County shall provide the Union with sufficient information regarding the proposed changes in order to determine the potential effects on the bargaining unit.

Upon request from the Union, and before the introduction of new automated equipment, the Employer will meet with the Union to discuss the effects of the proposed changes.

The County will make every reasonable effort to ensure that new job positions, or job positions requiring new skills or knowledge, are filled by affected bargaining unit employees, in accordance with Article IV, Section 4.2. The Employer agrees that whenever technological change requires new knowledge or skill on the part of employees, such employees shall be given reasonable opportunity to acquire the necessary knowledge and skills to perform the new duties competently.

Section 15.2. Computer Monitor Screens:

Employee complaints about Computer Monitor screen glare will be investigated and action taken to correct the problem within two (2) weeks of the complaint. If attempts to correct glare through modifications of the working environment do not succeed, the Employer will provide glare screens.

ARTICLE XVI

Duration

Section 16.1. Term:

This Agreement shall become effective on December 1, 2008 and shall remain in effect through November 30, 2012. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other party five (5) calendar days written notice of cancellation thereafter.

Section 16.2. Notice:

Any notice under this Agreement shall be given by registered or certified mail. If given by the Union, then such notice shall be addressed to the following individuals:

1. President
Board of Commissioners of Cook County
118 North Clark Street - Room 537
Chicago, IL 60602
2. Recorder of Deeds
118 North Clark Street - Room 230
Chicago, IL 60602
3. Chief, Bureau of Human Resources
118 North Clark Street - Room 840
Chicago, IL 60602

If given by the County, then such notice shall be addressed to:

President
Local 73
Service Employees International Union
300 S. Ashland, Suite 400
Chicago, IL 60607

Signed and enter into this 21st day of May, 2014

COUNTY OF COOK:

BY: Toni Preckwinkle
TONI PRECKWINKLE, President
Cook County Board of Commissioners

KAREN YARBROUGH
Recorder of Deeds

ATTEST: David Orr
DAVID D. ORR
Cook County Clerk

UNION: Local 73, Service Employees International Union (S.E.I.U.) AFL-CIO

BY: Christine Boardman
CHRISTINE BOARDMAN,
President

Betty Boles Vice President #73
Betty Boles

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 21 2014

COM 142299

APPENDIX A
LOCAL 73 – Recorder of Deeds

<u>Job Code</u>	<u>Grade</u>	<u>Title</u>
0172	9	Bookkeeper II
0226		Cashier I
0904		Clerk II
0905		Clerk III
0906		Clerk IV
0982		Microfilm Operator I
0983		Microfilm Operator II
2416		Security Officer I
0934		Stenographer III
0362		Tax Examiner I
0363		Tax Examiner II
1011		Torrens Title Transcriber I
0938		Typist II
0940		Typist II
0227	10	Cashier II
0984		Microfilm Operator II
0407		Real Estate Inspector
0141	11	Accountant I
0907		Clerk V
0563		Real Estate Indexer I
2460		Security Officer II
0935		Stenographer IV
1012		Torrens Title Transcriber II
0228	12	Cashier III
0391		Abstract Maker
0046		Administrative Assistant I
0142	13	Accountant II
0562		Real Estate Indexer II
0936		Stenographer V
0408		Title Officer
1013		Torrens Title Transcriber III
0047	14	Administrative Assistant II
0143	15	Accountant III
0403	20	Examiner of Titles I
2226		Surveyor

SCHEDULE I - GENERAL

BUREAU OF HUMAN RESOURCES
SEIU LOCAL 73
CORPORATE ONLY

<u>GD</u>		<u>1ST</u> <u>STEP</u>	<u>2ND</u> <u>STEP</u>	<u>3RD</u> <u>STEP</u>	<u>4TH</u> <u>STEP</u>	<u>5TH</u> <u>STEP</u>	<u>AFTER 2</u> <u>YEARS AT</u> <u>5TH STEP</u>	<u>AFTER 1</u> <u>YR AT 1ST</u> <u>LONGEVITY</u> <u>RATE & 10</u> <u>YRS SERVC</u>	<u>AFTER 1</u> <u>YR AT 2ND</u> <u>LONGEVITY</u> <u>RATE & 15</u> <u>YRS SERVC</u>	<u>AFTER 1</u> <u>YR AT 3RD</u> <u>LONGEVITY</u> <u>RATE & 20</u> <u>YRS SERVC</u>
9	Hourly	13,271	13,874	14,548	15,251	15,954	16,713	17,188	17,361	17,873
	Bi-Weekly	1,061.68	1,109.92	1,163.84	1,220.08	1,276.32	1,337.04	1,375.04	1,388.88	1,429.84
	Annual	27,604	28,858	30,260	31,722	33,184	34,763	35,751	36,111	37,176
10	Hourly	14,216	14,879	15,578	16,333	17,118	17,918	18,260	18,453	18,999
	Bi-Weekly	1,137.28	1,190.32	1,246.24	1,306.64	1,369.44	1,433.44	1,460.80	1,476.24	1,519.92
	Annual	29,569	30,948	32,402	33,973	35,605	37,269	37,981	38,382	39,518
11	Hourly	15,251	15,954	16,713	17,493	18,359	19,289	19,675	19,857	20,466
	Bi-Weekly	1,220.08	1,276.32	1,337.04	1,399.44	1,468.72	1,543.12	1,574.00	1,588.56	1,637.28
	Annual	31,722	33,184	34,763	36,385	38,187	40,121	40,924	41,303	42,569
12	Hourly	16,333	17,118	17,918	18,781	19,747	20,662	21,066	21,276	21,923
	Bi-Weekly	1,306.64	1,369.44	1,433.44	1,502.48	1,579.76	1,652.96	1,685.28	1,702.08	1,753.84
	Annual	33,973	35,605	37,269	39,064	41,074	42,977	43,817	44,254	45,600

GD		AFTER 2					AFTER 1			AFTER 1			AFTER 1		
		YEARS AT	5TH STEP	4TH STEP	3RD STEP	2ND STEP	1ST STEP	5TH STEP	4TH STEP	3RD STEP	2ND STEP	1ST STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SVC	YR AT 2ND LONGEVITY RATE & 15 YRS SVC	YR AT 3RD LONGEVITY RATE & 20 YRS SVC
13	Hourly		22.193	20.219	19.289	18.359	17.493	21.135	20.219	19.289	18.359	17.493	22.635	22.853	23.544
	Bi-Weekly		1,775.44	1,617.52	1,543.12	1,468.72	1,399.44	1,690.80	1,617.52	1,543.12	1,468.72	1,399.44	1,810.80	1,828.24	1,883.52
	Annual		46,161	42,056	40,121	38,187	36,385	43,961	42,056	40,121	38,187	36,385	47,081	47,534	48,972
14	Hourly		23.811	21.705	20.662	19.747	18.781	22.733	21.705	20.662	19.747	18.781	24.304	24.545	25.286
	Bi-Weekly		1,904.88	1,736.40	1,652.96	1,579.76	1,502.48	1,818.64	1,736.40	1,652.96	1,579.76	1,502.48	1,944.32	1,963.60	2,022.88
	Annual		49,527	45,146	42,977	41,074	39,064	47,285	45,146	42,977	41,074	39,064	50,552	51,054	52,595
15	Hourly		25.613	23.293	22.193	21.135	20.219	24.462	23.293	22.193	21.135	20.219	26.130	26.397	27.185
	Bi-Weekly		2,049.04	1,863.44	1,775.44	1,690.80	1,617.52	1,956.96	1,863.44	1,775.44	1,690.80	1,617.52	2,090.40	2,111.76	2,174.80
	Annual		53,275	48,449	46,161	43,961	42,056	50,881	48,449	46,161	43,961	42,056	54,350	54,906	56,545
16	Hourly		27.367	24.950	23.811	22.733	21.705	26.155	24.950	23.811	22.733	21.705	27.931	28.201	29.052
	Bi-Weekly		2,189.36	1,996.00	1,904.88	1,818.64	1,736.40	2,092.40	1,996.00	1,904.88	1,818.64	1,736.40	2,234.48	2,256.08	2,324.16
	Annual		56,923	51,896	49,527	47,285	45,146	54,402	51,896	49,527	47,285	45,146	58,096	58,658	60,428
17	Hourly		29.522	26.806	25.613	24.462	23.293	28.131	26.806	25.613	24.462	23.293	30.099	30.387	31.306
	Bi-Weekly		2,361.76	2,144.48	2,049.04	1,956.96	1,863.44	2,250.48	2,144.48	2,049.04	1,956.96	1,863.44	2,407.92	2,430.96	2,504.48
	Annual		61,406	55,756	53,275	50,881	48,449	58,512	55,756	53,275	50,881	48,449	62,606	63,205	65,116
18	Hourly		31.535	28.728	27.367	26.155	24.950	30.052	28.728	27.367	26.155	24.950	32.180	32.485	33.491
	Bi-Weekly		2,522.80	2,298.24	2,189.36	2,092.40	1,996.00	2,404.16	2,298.24	2,189.36	2,092.40	1,996.00	2,574.40	2,598.80	2,679.28
	Annual		65,593	59,754	56,923	54,402	51,896	62,508	59,754	56,923	54,402	51,896	66,934	67,569	69,661

GD		AFTER 1					AFTER 2		AFTER 1			AFTER 1		
		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	YEARS AT 5TH STEP		YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC			
19	Hourly	27,367	28,728	30,052	31,535	33,026	34,609		35,135	35,478	36,552			
	Bi-Weekly	2,189.36	2,298.24	2,404.16	2,522.80	2,642.08	2,768.72		2,810.80	2,838.24	2,924.16			
	Annual	56,923	59,754	62,508	65,593	68,694	71,987		73,081	73,794	76,028			
20	Hourly	30,052	31,535	33,026	34,609	36,243	38,013		38,571	38,944	40,119			
	Bi-Weekly	2,404.16	2,522.80	2,642.08	2,768.72	2,899.44	3,041.04		3,085.68	3,115.52	3,209.52			
	Annual	62,508	65,593	68,694	71,987	75,385	79,067		80,228	81,004	83,448			
21	Hourly	33,026	34,609	36,243	38,013	39,816	41,753		42,372	42,794	44,093			
	Bi-Weekly	2,642.08	2,768.72	2,899.44	3,041.04	3,185.28	3,340.24		3,389.76	3,423.52	3,527.44			
	Annual	68,694	71,987	75,385	79,067	82,817	86,846		88,134	89,012	91,713			
22	Hourly	36,243	38,013	39,816	41,753	43,693	45,799		46,471	46,933	48,339			
	Bi-Weekly	2,899.44	3,041.04	3,185.28	3,340.24	3,495.44	3,663.92		3,717.68	3,754.64	3,867.12			
	Annual	75,385	79,067	82,817	86,846	90,881	95,262		96,660	97,621	100,545			
23	Hourly	38,013	39,816	41,753	43,693	45,799	48,077		48,789	49,276	50,765			
	Bi-Weekly	3,041.04	3,185.28	3,340.24	3,495.44	3,663.92	3,846.16		3,903.12	3,942.08	4,061.20			
	Annual	79,067	82,817	86,846	90,881	95,262	100,000		101,481	102,494	105,591			

SCHEDULE I - GENERAL

BUREAU OF HUMAN RESOURCES
SEIU LOCAL 73
CORPORATE ONLY

<u>GD</u>		<u>1ST</u> <u>STEP</u>	<u>2ND</u> <u>STEP</u>	<u>3RD</u> <u>STEP</u>	<u>4TH</u> <u>STEP</u>	<u>5TH</u> <u>STEP</u>	<u>AFTER 2</u> <u>YEARS AT</u> <u>5TH STEP</u>	<u>AFTER 1</u> <u>YR AT 1ST</u> <u>LONGEVITY</u> <u>RATE & 10</u> <u>YRS SERVC</u>	<u>AFTER 1</u> <u>YR AT 2ND</u> <u>LONGEVITY</u> <u>RATE & 15</u> <u>YRS SERVC</u>	<u>AFTER 1</u> <u>YR AT 3RD</u> <u>LONGEVITY</u> <u>RATE & 20</u> <u>YRS SERVC</u>
9	Hourly	13,769	14,394	15,094	15,823	16,552	17,340	17,833	18,012	18,543
	Bi-Weekly	1,101.52	1,151.52	1,207.52	1,265.84	1,324.16	1,387.20	1,426.64	1,440.96	1,483.44
	Annual	28,640	29,940	31,396	32,912	34,428	36,067	37,093	37,465	38,569
10	Hourly	14,749	15,437	16,162	16,945	17,760	18,590	18,945	19,145	19,711
	Bi-Weekly	1,179.92	1,234.96	1,292.96	1,355.60	1,420.80	1,487.20	1,515.60	1,531.60	1,576.88
	Annual	30,678	32,109	33,617	35,246	36,941	38,667	39,406	39,822	40,999
11	Hourly	15,823	16,552	17,340	18,149	19,047	20,012	20,413	20,602	21,233
	Bi-Weekly	1,265.84	1,324.16	1,387.20	1,451.92	1,523.76	1,600.96	1,633.04	1,648.16	1,698.64
	Annual	32,912	34,428	36,067	37,750	39,618	41,625	42,459	42,852	44,165
12	Hourly	16,945	17,760	18,590	19,485	20,488	21,437	21,856	22,074	22,745
	Bi-Weekly	1,355.60	1,420.80	1,487.20	1,558.80	1,639.04	1,714.96	1,748.48	1,765.92	1,819.60
	Annual	35,246	36,941	38,667	40,529	42,615	44,589	45,460	45,914	47,310

GD		AFTER 2					AFTER 1			AFTER 1		
		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	YEARS AT 5TH STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC		
13	Hourly	18,149	19,047	20,012	20,977	21,928	23,025	23,484	23,710	24,427		
	Bi-Weekly	1,451.92	1,523.76	1,600.96	1,678.16	1,754.24	1,842.00	1,878.72	1,896.80	1,954.16		
	Annual	37,750	39,618	41,625	43,632	45,610	47,892	48,847	49,317	50,808		
14	Hourly	19,485	20,488	21,437	22,519	23,585	24,704	25,215	25,465	26,234		
	Bi-Weekly	1,558.80	1,639.04	1,714.96	1,801.52	1,886.80	1,976.32	2,017.20	2,037.20	2,098.72		
	Annual	40,529	42,615	44,589	46,840	49,057	51,384	52,447	52,967	54,567		
15	Hourly	20,977	21,928	23,025	24,166	25,379	26,573	27,110	27,387	28,204		
	Bi-Weekly	1,678.16	1,754.24	1,842.00	1,933.28	2,030.32	2,125.84	2,168.80	2,190.96	2,256.32		
	Annual	43,632	45,610	47,892	50,265	52,788	55,272	56,389	56,965	58,664		
16	Hourly	22,519	23,585	24,704	25,886	27,136	28,393	28,978	29,259	30,141		
	Bi-Weekly	1,801.52	1,886.80	1,976.32	2,070.88	2,170.88	2,271.44	2,318.24	2,340.72	2,273.04		
	Annual	46,840	49,057	51,384	53,843	56,443	59,057	60,274	60,859	59,099		
17	Hourly	24,166	25,379	26,573	27,811	29,186	30,629	31,228	31,527	32,480		
	Bi-Weekly	1,933.28	2,030.32	2,125.84	2,224.88	2,334.88	2,450.32	2,498.24	2,522.16	2,598.40		
	Annual	50,265	52,788	55,272	57,847	60,707	63,708	64,954	65,576	67,558		
18	Hourly	25,886	27,136	28,393	29,805	31,179	32,718	33,387	33,703	34,747		
	Bi-Weekly	2,070.88	2,170.88	2,271.44	2,384.40	2,494.32	2,617.44	2,670.96	2,696.24	2,779.76		
	Annual	53,843	56,443	59,057	61,994	64,852	68,053	69,445	70,102	72,274		

GD		AFTER 2					AFTER 1			AFTER 1		
		YEARS AT	5TH STEP	4TH STEP	3RD STEP	2ND STEP	1ST STEP	5TH STEP	YR AT 1ST	LONGEVITY	YR AT 2ND	LONGEVITY
19	Hourly		35,907	32,718	31,179	29,805	28,393	34,264	36,453	36,808	36,808	37,923
	Bi-Weekly	2,872.56	2,741.12	2,617.44	2,494.32	2,384.40	2,271.44	2,741.12	2,916.24	2,944.64	2,944.64	3,033.84
	Annual	74,687	71,269	68,053	64,852	61,994	59,057	71,269	75,822	76,561	76,561	78,880
20	Hourly	39,438	37,602	35,907	34,264	32,718	31,179	37,602	40,017	40,404	40,404	41,623
	Bi-Weekly	3,155.04	3,008.16	2,872.56	2,741.12	2,617.44	2,494.32	3,008.16	3,201.36	3,232.32	3,232.32	3,329.84
	Annual	82,031	78,212	74,687	71,269	68,053	64,852	78,212	83,235	84,040	84,040	86,576
21	Hourly	43,319	41,309	39,438	37,602	35,907	34,264	41,309	43,961	44,399	44,399	45,746
	Bi-Weekly	3,465.52	3,304.72	3,155.04	3,008.16	2,872.56	2,741.12	3,304.72	3,516.88	3,551.92	3,551.92	3,659.68
	Annual	90,104	85,923	82,031	78,212	74,687	71,269	85,923	91,439	92,350	92,350	95,152
22	Hourly	47,516	45,331	43,319	41,309	39,438	37,602	45,331	48,214	48,693	48,693	50,152
	Bi-Weekly	3,801.28	3,626.48	3,465.52	3,304.72	3,155.04	3,008.16	3,626.48	3,857.12	3,895.44	3,895.44	4,012.16
	Annual	98,833	94,288	90,104	85,923	82,031	78,212	94,288	100,285	101,281	101,281	104,316
23	Hourly	49,880	47,516	45,331	43,319	41,309	39,438	47,516	50,619	51,124	51,124	52,669
	Bi-Weekly	3,990.40	3,801.28	3,626.48	3,465.52	3,304.72	3,155.04	3,801.28	4,049.52	4,089.92	4,089.92	4,213.52
	Annual	103,750	98,833	94,288	90,104	85,923	82,031	98,833	105,288	106,338	106,338	109,552

APPENDIX B

GRIEVANCE PROCEDURE

I. GENERAL STATEMENT:

THIS POLICY SHALL APPLY TO ALL BARGAINING UNIT EMPLOYEES UNDER THE JURISDICTION OF THE RECORDER OF DEEDS OF COOK COUNTY.

THIS POLICY SHALL APPLY TO ALL EMPLOYEES WITHOUT DISCRIMINATION AS TO AGE, SEX, MARITAL STATUS, RACE, CREED, COLOR, NATIONAL ORIGIN, DISABILITY, POLITICAL AFFILIATION OR ACTIVITY.

ALL EMPLOYEES SHALL HAVE A RIGHT TO FILE A GRIEVANCE AND SHALL BE ASSURED FREEDOM FROM COERCION, RESTRAINT, OR REPRISAL.

THE TERM "EMPLOYEE" AS USED THROUGHOUT THIS PROCEDURE SHALL ALSO BE UNDERSTOOD TO INCLUDE ANY RECOGNIZED EMPLOYEE REPRESENTATIVE OR A RECOGNIZED ORGANIZATION.

THE TERM "EMPLOYER" AS USED THROUGHOUT THIS PROCEDURE REFERS TO BOTH THE COUNTY AND THE RECORDER AS "JOINT EMPLOYERS." IT IS RECOGNIZED THAT BECAUSE A JOINT EMPLOYER RELATIONSHIP EXISTS, CERTAIN GRIEVANCES ARE APPROPRIATELY ANSWERED BY THE ELECTED OFFICIAL, AND OTHERS BY COUNTY ADMINISTRATION, DEPENDING ON THE SUBJECT MATTER OF THE GRIEVANCE.

II. PURPOSE:

To specify the method by which employees may present grievances and seek redress.

III. DEFINITION:

A grievance is a difference between an employee and the Employer with respect to the interpretation or application of, or compliance with, the rules and regulations, disciplinary action, or the terms in the Agreement between the Employer and recognized employee organizations.

IV. POLICY:

- A. The Employer is committed to fair employment practices and recognizes its responsibility to review and make reasonable effort to resolve employees' grievances.

- B. An employee is encouraged first to discuss the grievance with the immediate supervisor.
- C. If the employee feels the grievance has not been satisfactorily adjusted as a result of this discussion, the employee may advance review in accordance with the procedure set forth elsewhere.
- D. Grievances of a general nature or affecting more than one (1) employee may be presented by recognized employee representatives or organizations at Step 2.

V. **TIME LIMITS:**

- A. Grievances must be presented by the employee within thirty (30) calendar days from occurrence of cause for the grievance or thirty (30) calendar days from the date cause should have been known to the employee, whichever occurs later, except that for errors in pay, the time period shall be six (6) months.
- B. An employee's failure to file a grievance within the time period specified shall constitute a waiver of any rights to advance the grievance.

VI. **PROCEDURE:**

A. **STEP ONE:** The employee advances the grievance as follows:

- 1. The employee obtains a Grievance Form from the Personnel Office.
- 2. The employee writes the nature of the grievance and the resolution sought on the Grievance Form and -
 - a. Has the grievance recorded with the Labor Relations Officer.
 - b. Presents the grievance to the immediate supervisor.

In all cases it will be the responsibility of the Labor Relations Officer to maintain a log of the grievances and assign a grievance or file number.

- 3. Within the ten (10) calendar days after receipt, the immediate supervisor shall meet with the employee to discuss the grievance.
- 4. Within the ten (10) calendar days after the meeting, the immediate supervisor answers the grievance on the Grievance Form and transmits the answer to the employee.
- 5. If the answer is satisfactory, the grievance procedure is concluded at Step 1.
- 6. If the answer is not satisfactory, the employee may, within the ten (10) calendar days after receipt, or if no answer is given, advance the grievance to Step 2.

7. Failure to advance the grievance within ten (10) calendar days after the Step 1 answer is due, concludes the grievance procedure.

B. STEP TWO: The employee advances the grievance as follows:

1. On the Grievance Form, the employee checks that the answer is not satisfactory, writes the date referred to Step 2 and signs the form. The employee presents the grievance to the Recorder's Designee.
2. Within the ten (10) calendar days after receipt, the Recorder's Designee shall meet with the employee to discuss the grievance.
3. Within the ten (10) calendar days after the meeting specified in (2) above, the Recorder's Designee writes the final answer on the Grievance Form and transmits the answer to the employee.

C. STEP THREE: The employee advances the grievance as follows:

1. Within ten (10) calendar days after receipt of the Step 2 answer, the employee writes a letter to the Recorder's Designee stating that the answer given at Step 2 is unsatisfactory, including specific reasons as to why the answer given at Step 2 is unsatisfactory and writes the date referred to Step 3 and signs the form.
2. Within ten (10) calendar days of receipt of the letter, the Recorder's Designee will forward to the Recorder the employee's letter requesting review at Step 3, along with all related documentation associated with the grievance.
3. The Recorder's Designee will hear an appeal within thirty (30) calendar days and submit a written decision to the employee.

VII. EXCEPTIONS:

- A. For grievances not related to the employee's department, the grievance should be filed with the Recorder's Designee who will answer it, or will forward it as appropriate.
- B. Only the aggrieved employee(s) and/or representatives of the Union may present grievances.

VIII. **MISCELLANEOUS PROVISIONS:**

- A. In any case where an employee has been charged with an offense which involves criminal proceedings which are pending before the grand jury or in court at the time the grievance is filed with the Recorder for hearing, the person so charged may request that the Recorder's hearing be continued until such time as the criminal proceedings are terminated and such request shall be granted; provided such person shall execute a waiver of all rights to pay during the period of adjournment, and provided further that he may terminate his request for continuance and waiver upon ten days notice in writing to the Recorder. Said ten day period begins upon receipt of the termination request by the Recorder.
- B. At any time prior to the announcement of findings and decision, the Recorder may accept the employee's resignation in lieu of discharge or suspension.

May, 1985, Revised July 1994
Revised 1996

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

PLAN DESIGN CHANGES EFFECTIVE 12/1/07 PAYROLL CONTRIBUTION CHANGES EFFECTIVE 6/1/08

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Individual Deductible *	None None None None Unlimited		\$0 / \$200	\$125 / \$250
Family Deductible *			\$0 / \$400	\$250 / \$500
Ind. Out of Pocket Max *			\$1,000 **/ \$3,000 **	\$1,500 ** / \$3,000 **
Fam. Out of Pocket Max*			\$2,000 **/ \$6,000 **	\$3,000 ** / \$6,000 **
Lifetime Maximum			Unlimited / \$1,000,000	Unlimited / \$1,000,000
* Annual Basis			** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)	

PLAN LIMITS AND MAXIMUMS:	HMO Current Benefits (through 11/30/07)	HMO Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co-Insurance	None		90% / 60% ***	*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agree to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.

OUTPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$20 co-pay (initial visit) / 60% *	90% after \$25 co-pay (initial visit) / 60% *
OutPatient Surgery (facility charges)	100%	100% after \$100 co-pay	90% / 60% *	90% / 60% *
OutPatient Surgery (doctor services)	100%	100%	90% / 60% *	90% / 60% *
Other OutPatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *

OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)					
BENEFIT OVERVIEW	HMO		PPO		
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network	
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)	100%	100%	90% / 60*	90% / 60*	
Ambulance Services	100%	100%	80% / 80% *	80% / 80% *	
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after \$40 co-pay	100%	100% after \$40 co-pay	
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60% *	90% / 60% *	
Home Health Care	100%	100%	90% / 60% *	90% / 60% *	
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60% *	90% / 60% *	
Prosthetic Devices	100%	100%	90% / 60% *	90% / 60% *	

INPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care	100%	100% after \$100 co-pay per admission	90% / 60% *	90% / 60% *
Physician/Surgeon/Anesthesiologist Services	100%	100%	90% / 60% *	90% / 60% *
X-Ray / Diagnostic Services	100%	100%	90% / 60% *	90% / 60% *
Facility Charges	100%	100%	90% / 60% *	90% / 60% *

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Mental Health/Chemical Dependency/ Substance Abuse Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits	Unlimited	Unlimited	Individual Annual Maximum: \$ 5,000 Outpatient and \$25,000 Combined In and Outpatient per individual, per calendar year, and a \$100,000 lifetime maximum (benefit maximum do not apply to mental health benefits)	
Outpatient Services (unlimited)	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	
Inpatient Mental Health/Substance Abuse (30 days/year max)	100%	100%	90% / 60% * Subject to overall plan limits stated above	
Supplemental Outpatient Mental Health/Substance Abuse: 2/lifetime; 4 hrs/night; 4 night/wk; 4 consecutive weeks	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	

PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY) ADMINISTERED BY PHARMACY BENEFIT MANAGER, NOT HEALTH PLAN(S)				
BENEFIT OVERVIEW		HMO		PPO
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07
Generic (30 day supply at Retail)	\$5	\$7	\$5	\$7
Brand (30 day supply at Retail)	\$10	N/A	\$10	N/A
Formulary (30 day supply at Retail)	N/A	\$15 *	N/A	\$15 *
Non- Formulary (30 day supply at Retail)	N/A	\$25 *	N/A	\$25 *
Mail Order Co-Pays (90 day supply)	1 x Retail Co-pay	2 x Retail Co-pay	\$0	2 x Retail Co-pay
* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.				

**Employee Contributions
Effective June 1, 2008**

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 5/31/08	Contribution Effective 6/1/08	Contribution Through 5/31/08	Contribution Effective 6/1/08
Employee Only	.5%	.5%	1.5%	1.5%
Employee plus Child(ren)	N/A	.75 %	N/A	1.75%
Employee plus Spouse	.5 %	1.0%	1.5 %	2.0 %
Employee plus Family	.5 %	1.25 %	1.5 %	2.25 %
Cap	\$8 PER PAY PERIOD	None	None	

VISION BASIC BENEFITS – APPENDIX C

Eligible employees and their covered dependents may receive a routine eye examination and lenses once every calendar year, frames once every 24 months. Once the basic benefits are exhausted, additional glasses and contacts are available to participants at discounted prices through participating provider locations.

Eye Examination: \$0

Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

Eyeglass Lenses: \$0

Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

Frames **: \$0

Members may choose a frame up to a regular retail value of \$100. Frames above \$100 regular retail price, member pays the amount over \$100 less 10%.

Contact Lenses **: \$0

Benefit includes any pair of contact lenses up to a regular retail of \$100. Contacts above \$100 regular retail are available at an additional cost.

** The applicable allowance amount may be used only once per benefit period on either eyeglasses or contacts.

LENS OPTIONS CO-PAYMENTS

Standard Progressive (No-Line Bifocal)	\$50
Polycarbonate	\$30
Scratch Resistant Coating	\$12
Ultraviolet Coating	\$12
Solid or Gradient Tint	\$ 8
Glass (Only for non-minors)	\$15
Photochromatic	\$30
Anti-Reflective Coating	\$35

DENTAL HMO BENEFITS – APPENDIX C

All new employees hired after December 1, 1999, must be in the Dental HMO for one year before changing to the Dental PPO. Employees are allowed to change plans during the annual open enrollment after one year of HMO enrollment.

Dental care is provided to eligible members and their dependent through participating designated dentist. The premium for the dental care is paid in full by Cook County.

SCHEDULE OF BENEFITS:

PREVENTIVE CARE:	Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.
BASIC BENEFITS:	Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.
MAJOR SERVICES:	Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.
ORTHODONTICS:	Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.
DEDUCTIBLE:	None
BENEFIT PERIOD MAXIMUM:	Unlimited

DENTAL PPO BENEFITS – APPENDIX C

	In-Network	Out-Of-Network *
Benefit Period Maximum	\$1,500 per person; per year	
Deductible	\$25/Individual; \$100 Family (4 individual maximum, does not apply to preventive and orthodontic services)	\$50/Individual; \$200 Family (4 individual maximum, does not apply to preventive and orthodontic services)
Preventive (No Deductible)	100% of Maximum Allowance	80% of Maximum Allowance *
Primary Services (x-rays, space maintainers)	80 % of Maximum Allowance	60% of Maximum Allowance *
Restorative Services: Routine Fillings Crowns Inlays and Onlays	80 % of Maximum Allowance 50 % of Maximum Allowance 50 % of Maximum Allowance	60% of Maximum Allowance * 50% of Maximum Allowance * 50% of Maximum Allowance *
Emergency Services (Palliative Emergency Treatment)	80 % of Maximum Allowance	80 % of Maximum Allowance *
Endodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Periodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Oral Surgery Routine Extractions Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance 80 % of Maximum Allowance	60 % of Maximum Allowance * 60 % of Maximum Allowance *
Prosthetics	50 % of Maximum Allowance	50 % of Maximum Allowance *
Orthodontics	50 % up to lifetime maximum	50 % up to lifetime maximum *
Lifetime Maximum	\$1250	\$1250

* Schedule of Maximum Allowance: PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out-of-network providers do not accept the Schedule of Maximum Allowances in full. Members are liable for any difference between out-of-network dentist's charges and dental provider benefit payment, in addition to the deductible and co-insurance.

APPENDIX D

DRUG ABUSE POLICY AND TESTING PROCEDURES FOR THE OFFICE OF THE COOK COUNTY RECORDER AND TREASURER

I. INTRODUCTION

Abuse of controlled substances is universally recognized as a significant and pervasive health, safety and economic problem. The Cook County Department of Human Resources not only shares the public's concern about substance abuse, but is responsible to the public for ensuring that our employees are not a part of this epidemic social problem.

Hence, for both the protection of the general public and the well being of our employees, the County of Cook maintains a strict Drug Abuse Policy. Full compliance with this Policy is a condition of continued employment by Cook County. In addition, employees are required to comply fully with the Cook County Drug Free Workplace Act Policy and the rules of conduct set forth in the Cook County Disciplinary Action Policy and Procedure.

Any disciplinary action under this Policy is subject to (1) collective bargaining agreements between all affected unions and Cook County, (2) the Cook County Disciplinary Action Policy and Procedure, and (3) the Statutes and Rules of the Civil Service Commission of Cook County.

Cook County intends to give the same consideration to persons with chemical dependencies as it does to employees having other diseases. In the case of substance abuse, this agency will use constructive disciplinary measures to motivate the employee to seek assistance. If the available assistance fails, the penalty for continued drug use shall be termination of employment or other sanctions.

II. DRUG TESTING - GENERAL STATEMENT

A key component of the Cook County Drug Abuse Policy is drug testing of current employees working and all applicants for employment in the County under the following circumstances: (1) pre-employment, (2) reasonable suspicion, (3) return to work, (4) post-accident, and (5) transfer, other than intradepartmental transfers. A positive test result presumptively indicates that the employee is under the influence of drugs and is unfit for duty.

Drug tests in circumstances, post-accident, apply to the categories of Cook County employees: subject to those circumstances permitted under the collective bargaining agreement between their unions and Cook County and other locations and departments where imposed by the Cook County Director of Human Resources.

III. TESTING PROCEDURES

A. Drugs Tests

The Facility will test employees for the following:

THC (MARIJUANA) METABOLITES*
COCAINE METABOLITES**
OPIATE METABOLITES
AMPHETAMINES/METAMPHETAMINES
PHENCYCLIDINE (PCP)

B. Specimen Collection Procedures

Specimen collection is conducted by trained personnel of the Cook County Bureau of Human Resources Medical Unit. A urine drug testing custody and control form documents the specimen collection and accompanies the specimen to the laboratory. The disclosure of any prescription medications on the custody and control forms will require that the employee produce the prescription or medication container within five (5) working days to the Medical Department. Failure to provide the prescription within the five (5) day period will result in a report of a positive test, result and subject the employee to the provisions of Section V of this protocol.

Specific procedures followed during collection of the specimen include: (1) positive identification of the employee; (2) removal by the employee of his or her outer garments only; (3) washing of the employees hands prior to collection of specimen; (4) securing of the water sources in the collection site enclosure; (5) adding of blueing agent to toilet tank and bowl; (6) the collector remains outside the enclosure; (7) employee may flush the toilet only after releasing the specimen to the collector; (8) the specimen contained must contain at least 60 ml of urine and (9) the container will be sealed and initialed by the employee and collector.

An employee is ensured of individual privacy when providing a urine specimen for testing except when:

- (1) The employee presents a specimen that is outside the accepted temperature range and he or she refuses to have an oral body temperature measurement; or the body temperature measurement varies more than 1 degree C from the specimen temperature or the specimen has a pH concentration factor that is outside normal range; or

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** Benzoylecgonine

- (2) The collector observes conduct clearly and unequivocally indicating an attempt to adulterate or substitute the specimen; or
- (3) The employee's last provided specimen was determined to be diluted; or
- (4) The employee has previously had a verified positive test

If a direct observation is required as a result of these specific circumstances, the collector will be the same sex as the employee.

If the employee cannot provide a sufficient volume of urine, he or she shall remain at the collection site and be provided fluids to drink. An employee shall be given a three (3) hour period in which to provide an acceptable specimen. Failure to provide a specimen during that time period shall constitute a positive test result and subject the employee to the provisions of Section V of this protocol.

The Collector inspects the specimen for volume, temperature, color, pH concentration factor, and unusual signs of contamination.

If the employee refuses to cooperate with the collection process, the collector will notify the Cook County Bureau of Human Resources and note the noncooperation on the employee's urine custody and control form. Noncooperation with the collection process, failure to adequately complete, or falsification of questions on custody control forms, or any attempt to adulterate or substitute a specimen, shall be cause for disciplinary proceedings up to and including discharge.

C. Laboratory Operations

In all testing, an initial drug screening using DAU/EMIT methodology is performed by trained laboratory personnel of the Cook County Bureau of Human Resources Medical Department. If the specimen tests positive, the specimen is sent to a laboratory certified by the U.S. Department of Health and Human Services for confirmatory testing.

D. Laboratory Analysis Procedures

Following are the basic laboratory analysis procedures:

- (1) Use of a chain of custody procedure to track and preserve the integrity of the specimen throughout the lab processes.
- (2) Once accepted by the laboratory, the specimen remains in secured storage. Aliquots (small amounts) of the specimen will be used for conducting tests.

- (3) Screening of the specimen using an immunoassay analysis. Cut-off levels are established to determine if the specimen contains drug metabolites. If the amount of metabolite is below the cut-off level, the specimen is reported as negative.
- (4) A specimen that is positive in the initial screening will be sent to a DHHS-certified laboratory for confirmatory testing by gas chromatography/mass spectrometry methods. If the amount of metabolite is above the cut-off level, the specimen is confirmed positive; if it is below the cut-off level, it is reported as a negative result.

Both Cook County and confirmatory laboratories retain all records related to the specimen for a minimum of one year. The confirmatory laboratory provides secure storage of a positive specimen for at least one year.

E. Reporting of Urinalysis Results

All results are reported to Cook County's Medical Review Officer (MRO). The MRO is a licensed physician of the Director of Employee Drug Testing, who has knowledge of substance abuse disorders. The MRO receives a certified copy of the lab results.

The MRO's review and verification of positive test results is required before results are reported to the Facility. An employee whose test result is positive will be provided with an opportunity to discuss the test results with the MRO. If the employee refuses to discuss the test results with the MRO, the MRO may verify the test as positive.

If the MRO concludes that there is a legitimate medical explanation for the positive result, the test result is reported as negative to the Facility. Under such limited circumstances, no information that the test was reported positive by the laboratory is provided to the Facility.

The employee may request, through the MRO, a re-analysis (re-test) of his or her specimen. This means a re-analysis of the original specimen, not of another specimen subsequently collected.

If the MRM cannot contact the employee, the MRO must notify the Facility's Chief Operating Officer to contact the employee. If the Facility's Chief Operating Officer cannot contact the employee, it shall place the employee on temporary medically unqualified status or medical leave.

If after five days from being notified to do so, the employee does not contact the MRO, the MRO will verify the positive test results to the Facility's Chief Operating Officer.

F. Protection of Employee's Records

Both the Cook County Bureau of Human Resources Medical Department and the confirmatory laboratory maintain strict confidentiality of the test records in their possession. Access to those records is only permitted in the event of a lawsuit, grievance, or proceeding initiated by, on or behalf of the employee and arising from a positive drug test. Moreover, access under such circumstances, will be permitted only to the following: (1) the tested individual, (2) the Facility, or (3) the decision -maker in the lawsuit, grievance, or other proceeding.

III. TESTING REQUIREMENTS

A. Reasonable Suspicion

Reasonable suspicion is defined as a belief based on the sufficient facts that an employee is using, abusing, or is under the influence of drugs. The suspicion must be drawn from specific, objective facts and reasonable or rational inferences drawn from those facts in light of experience.

- (1) When based upon the direct observation of one supervisor trained in the detection of probable drug use and the employer has reasonable cause to believe that an employee is under the influence of a prohibited substance, the employer shall have the right to subject that employee to a drug test. The union will attend supervisor training and will receive a list of the employees tested, the reasonable suspicion observed, the test dates and test results.
- (2) An on-duty employee is required to submit to testing when the employer believes the actions or appearance or conduct of the employee are indicative of the use of a controlled substance. On-duty means all time from when an employee begins to work or is required to be ready to work until such time as he or she is relieved from work and all responsibility for performing work.
- (3) The employee shall be placed on administrative leave with pay until test results are available. If the test results prove negative, the employee shall be reinstated
- (4) However, any employee testing positive for drugs will be granted a one-time opportunity to successfully complete a drug rehabilitation program, as provided under Cook County's medical insurance plan(s). Any cost of rehabilitation, over and above that paid by the County's medical insurance plans(s) must be borne by the employee. The Employee Assistance Program for Cook County ("EAP"), in consultation with the employee, will help the employee to enroll in an appropriate rehabilitation program.
- (5) During the employee's period of rehabilitation, he or she will be placed on sick/medical leave, as governed by the collective bargaining agreement. No disciplinary action will be taken

provided the employee successfully completes such a program, including the employee's full cooperation with the treatment center. However, failure to successfully complete the program shall be cause for disciplinary proceedings, up to and including discharge.

B. Return to Work

An employee must submit to a drug test upon return from any leave of absence of thirty (30) days or more as part of his or her required return-to-work physical examination.

C. Post-Accident

An employee must submit to a drug test if he or she is involved in a work-related accident, involving a vehicle, provided, (a) the employee's conduct was a significant factor in the accident, or (b) the accident results in personal injuries requiring outside medical attention or in greater than minimal damage to property. Such testing will be required without regard to whether the Facility has any reasonable suspicion of drug usage, while under the influence of drugs, or reasonable suspicion to believe the employee was at fault in the accident and drug usage may have been a factor.

The employee is responsible for reporting such an accident to his or her supervisor and submitting a urine specimen as soon as possible after the accident. An employee who is seriously injured and cannot provide a specimen at the time of the accident must provide the necessary authorization for obtaining hospital records and other documents that would indicate whether there were any controlled substances in his or her system. The failure or refusal of an employee to fulfill these responsibilities will subject him or her to disciplinary action, up to and including discharge, in accordance with the collective bargaining agreement and Civil Service requirements, if applicable.

D. Random

(1) Post-Rehabilitation

If an employee is required by the Facility to enter a drug rehabilitation program, as outlined elsewhere in this policy, he or she will be subject to unannounced random testing up to four times during the one-year period after successful completion of the rehabilitation program.

Upon such an employee's return to work, he or she will be subject to unannounced random drug testing up to four times during the one-year period after completion of the rehabilitation program. If the employee has a verified positive drug test at any time during that year, he or she will be subject to disciplinary action, up to and including discharge, in

accordance with the collective bargaining agreement and Civil Service requirements, if applicable.

E. Management Responsibilities

A manager or supervisor requesting that an employee be required to submit to a drug test must document, in writing, the fact constituting reasonable suspicion.

F. Employee Responsibilities

While the use of medically prescribed drugs is not per se a violation of this policy, the employee shall place in his or her personnel file any prescribed drug that he or she is taking.

In the event, there is a question regarding an employee's ability to safely and effectively perform assigned duties while using prescribed drugs, clearance from a qualified physician shall be required.

IV. CONSEQUENCES OF A REPORTED POSITIVE TEST RESULT

If the MRO has verified a positive test result and notified the Facility, the employee will be considered medically unqualified to work for the facility and subject to disciplinary action, up to and including discharge, in accordance with the collective bargaining agreements and Civil Service requirements, if applicable. However, any employee testing positive for drugs will be granted a one-time opportunity to successfully complete a drug rehabilitation program, as provided under Cook County's medical insurance plan(s). Any cost of rehabilitation, over and above that paid by the County's medical insurance plan(s), must be borne by the employee. The Employee Assistance Program ("EAP"), in consultation with the employee, will help the employee to enroll in an appropriate rehabilitation program.

During the employee's period of rehabilitation treatment, he or she will be placed on sick leave, as governed by the collective bargaining agreement. No disciplinary action will be taken provided the employee successfully completes such a program, including the employee's full cooperation with the treatment center and the Facility.

If the employee is allowed to return to work after participating in an approved drug rehabilitation program, his or her return must be authorized by the program's attending physician. The attending physician must certify that the employee can meet the safety and performance standards of the Facility.

V. VOLUNTARY REHABILITATION PRIOR TO TESTING

To encourage employees with substance abuse problems to enroll voluntarily in a drug rehabilitation program, any employee will be permitted to enroll in such a program on a one-time basis. To be considered voluntary, (a) the employee's request to enroll in such a program must be made to the EAP prior to a request by the Facility that the employee submit to drug testing, and (b) the employee must successfully complete the program, including full cooperation with the treatment center and the Facility.

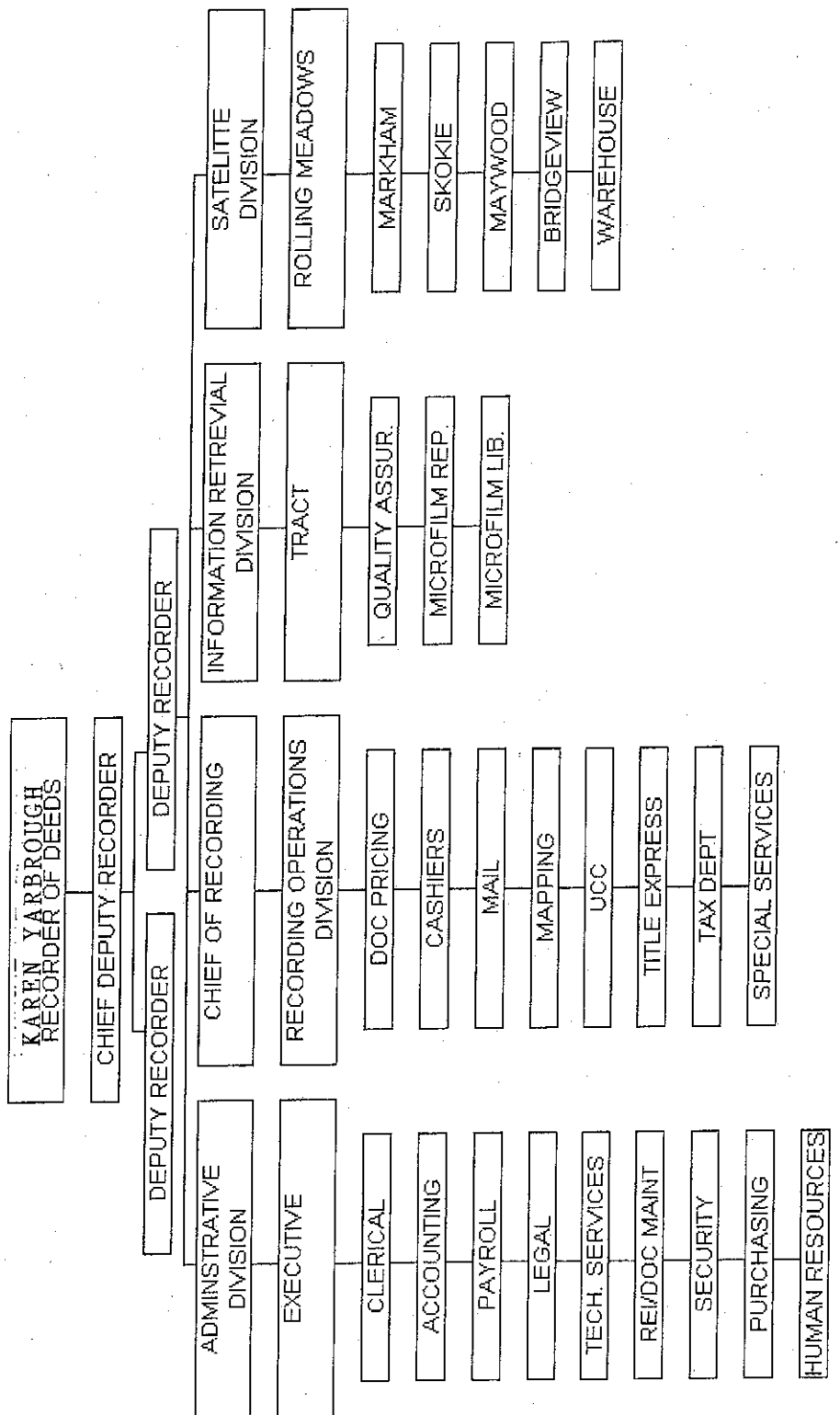
Any leave of absence required for the program will be treated as sick leave and will be governed by Cook County's medical insurance plan(s) and the collective bargaining agreement. Any cost of rehabilitation, over and above that paid by Cook County medical insurance plan(s), must be borne by the employee.

The employee's return to work must be authorized by the program's attending physician. The attending physician must certify that the employee can meet the safety and performance standards of the Facility. The employee also will be required to submit to a drug test as part of his or her return-to-work physical examination. Employees who voluntarily enter a drug rehabilitation program are not subject to the Post-rehabilitation random testing.

APPENDIX E

COOK COUNTY RECORDER OF DEEDS OFFICE

ORGANIZATIONAL CHART



Appendix F

COOK COUNTY ETHICS ORDINANCE



INTRODUCTION

The Cook County Ethics Ordinance requires all Cook County officials and employees to abide by a Code of Conduct which sets forth general directives to ensure fair and honest government in Cook County. The Code of Conduct covers the areas of gifts and proper disclosure of gifts, conflicts of interest, improper influence, dual employment, confidential information, county owned property, campaign finance, nepotism, post employment restrictions and political activity.

The Ordinance also establishes a five member Cook County Board of Ethics which is responsible for the implementation and enforcement of the Code of Conduct. In addition, the Board of Ethics staff is available to conduct employee training seminars. Questions regarding the Cook County Ethics Ordinance should be directed to the Cook County Board of Ethics, 118 North Clark Street, Room 624, Chicago, Illinois 60602, telephone (3.12) 443-4304.

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provided in subsection (c).

- (c) Any Person who is required to file a Statement may effect one thirty-day extension of time for filing the Statement by filing with the Board of Ethics, not less than 10 days before the date on which the Statement is due, a declaration of the intention to defer the filing of the Statement. Failure to file by the extended deadline shall constitute a violation of this section.
- (d) A Statement is considered filed when it is properly completed and received by the Board of Ethics. A declaration of intention to defer filing is considered filed upon receipt by the Board of Ethics.

ARTICLE IV

BOARD OF ETHICS

4.1 Composition and Powers of Board.

A Board of Ethics is hereby established which:

- (a) Shall be composed of five (5) members appointed by the President of the Cook County Board of Commissioners with the advice and consent of the Cook County Board of Commissioners and will take into account the diversity of communities and conditions protected by this Ordinance. The Board shall have an Executive Director who shall be appointed by the President.
- (b) Each member of the Board shall (i) reside within the corporate boundaries of the County; (ii) not be an Employee of the County or any agency thereof; (iii) not hold elected public or political party office within the County; (iv) have no Financial interest in any work or business of or official action by the County ; (v) not take an active part in managing the political campaign of a candidate for County office; and (vi) not be convicted of any felony or any crime involving moral turpitude.

- (c) The members of the Board shall be appointed for a term of four years and hold office until their successors have been appointed. The initial appointment of the members shall be as follows: one member for four years; two members for three years; and two members for two years.
- (d) Any member of the Board may be removed by the President, with the advice and consent of the Board of Commissioners, for incompetence, substantial neglect of duty, gross misconduct, malfeasance in office, or violation of any law. after written notice, stating the grounds for removal.
- (e) Board members shall receive no Compensation for their services.
- (f) The Board shall initiate and receive complaints of violations of any of the provisions of the Ordinance and shall investigate and act upon such complaints as presented by the Executive Director. The Executive Director i--II, on behalf of the Board, conduct investigations and shall present the findings of such investigations for such action as the Board determines is appropriate.
- (g) The Executive Director shall investigate alleged violations of this Ordinance. County agencies, Employees and Officials shall cooperate with the Board and the Executive Director. Information necessary to any investigation shall be made available m the Executive Director upon written request.
- (h) The Board shall have die authority to issue a subpoena for the appearance of witnesses. the production of evidence, or both, in the course of investigations and hearings. A subpoena shall be served in the same manner as subpoenas issued under the rules of the Illinois Supreme Court and shat be subject to the same witness and mileage fees fixed by law for such subpoenas. The Board shall adopt rules as necessary to implement this process.
- (i) Upon determination by a majority of the Beard that there is reason to believe that a violation t this Ordinance has occurred, the Board may (i) notify the Person who raw; have violated the Ordinance and

request corrective action; (ii) recommend to the President or the appropriate elected Official that disciplinary or other action within the elected Official's authority should be taken in relation to the potential violation; and (iii) recommend to the President or the appropriate elected Official such other remedies as shall be appropriate. All recommendations shall be in writing and shall be set forth with specificity including a statement of reasons in support

- (j) The Board may also advise, by means of written advisory opinions, and may consult with the County Board of Commissioners, President, County agencies, Officials and Employees on matters involving this Ordinance.
- (k) The Board may also from time to time recommend to the President or the Board of Commissioners such legislative action as it deems appropriate to effectuate the policy of this Ordinance.
- (l) The Board may adopt appropriate rules, definitions and regulations for the conduct of Board activities and duties as set forth in this Ordinance.
- (m) The Board shall prepare and publish an annual report summarizing the Board's activities and present the report to the President and the Board of Commissioners.
- (n) The Board shall preserve all pertinent records and reports.

4.2 **Board Determinations**

Investigations and consideration by the Board of potential violations of this Ordinance shall be conducted confidentially and shall not be disclosed to the public. The final determination of the Board shall be made available to the public with such deletions as may be necessary to prevent disclosure of any information the Board determines to be confidential, in accordance with the Illinois Freedom of Information Act, as amended.

ARTICLE V

SANCTIONS FOR VIOLATION

5.1 Employment Sanctions

Any Employee or Official found to have violated any provision of this Ordinance, or to have knowingly furnished false or misleading information in any investigation, hearing or inquiry held pursuant to this Ordinance, shall be subject to employment sanctions, including discharge. The provisions of this Ordinance shall not limit the power of Officials to otherwise discipline Employees.

5.2 Fines

Any Person found by a court to have knowingly violated any provision of this Ordinance, or to have knowingly furnished false or misleading information to the Board, upon conviction shall be subject to a fine not to exceed \$500, for any one offense.

5.3 Validity of Contract

Any contract negotiated, entered into, or performed in violation of any of the provisions of this Ordinance shall be voidable by the County.

ARTICLE VI

SEVERABILITY

If any provision of this Ordinance or application thereof to any Person or circumstance is held unlawful or otherwise invalid, such invalidity does not affect other provisions or applications of this Ordinance which can be given effect without the invalid application or provision, and to this end each such invalid provision or application of this Ordinance is severable. It is hereby declared to be the intent of the Board of Commissioners that this Ordinance would have been issued had any such unlawful or otherwise invalid provision or application not been included.